REVIVAL AND THIRD AMENDATORY AGREEMENT

THIS REVIVAL AND THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the "City"), and **FAMILY HOMESTEAD**, a Colorado nonprofit, with a mailing address of P.O. Box 40186, Denver, Colorado 80204 (the "Contractor"), who may individually be called a "Party" and collectively the "Parties."

The City and the Contractor entered into an Agreement dated February 9, 2017, an Amendatory Agreement dated May 4, 2018, and a Second Amendatory Agreement dated December 4, 2018, to provide emergency transitional housing services (the "Agreement"). The Agreement expired by its terms on December 31, 2019, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

The Parties agree as follows:

1. Effective January 1, 2020, all references to Exhibits A, A-1, and A-2 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, and A-3, as applicable. Exhibit A-3 is attached and will control from and after January 1, 2020.

2. Section 3 of the Agreement, titled "**TERM**," is amended by deleting and replacing it with the following:

> "**3.   TERM**: The term of the Agreement ("Term") shall commence on January 1, 2017, to December 31, 2020. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated."

3. Section 4.d.1 of the Agreement, titled "**Maximum Contract Amount**," is amended by deleting and replacing it with the following:

> "**(1)**   Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Six Hundred Ninety-Seven Thousand Five Hundred Eighty-Eight Dollars ($697,588.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibits A, A-1, A-2,** and

A-3. Any services performed beyond those in **Exhibits A, A-1, A-2,** and **A-3** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

4.   Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5.   This Revival and Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

<div align="center">

End.
Signature pages and Exhibits follow this page.

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Exhibit List
Exhibit A-3

Contract Control Number: SOCSV-201952943-03
                                         ALFRESCO-201732514-03
Contractor Name: FAMILY HOMESTEAD

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL   **CITY AND COUNTY OF DENVER:**

ATTEST: By:

                                                           _____

_____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

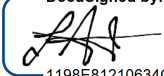Attorney for the City and County of Denver

By: By:

_____   _____

By:

_____

Contract Control Number: SOCSV-201952943-03
                                   ALFRESCO-201732514-03
Contractor Name: FAMILY HOMESTEAD

By: _____

Name: _____
    Les Jones
(please print)

Title: _____
    Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

DENVER
HUMAN SERVICES

SCOPE OF WORK
Family Homestead
SOCSV-201732514-03 & SOCSV-201952943-03
Exhibit A-3

I.   **Purpose of Agreement**
The purpose of the contract is to establish an agreement and Scope of Work between Denver Human Services (DHS) and Family Homestead to provide emergency transitional housing for Denver's homeless families.

II.   **Services to be Provided**
Family Homestead provides emergency transitional housing for Denver's homeless families. Family Homestead provides case management to assist homeless families with accomplishing their goals, including securing financial stability, and obtaining long-term housing.

The contractor will:

- Provide 18 units of emergency transitional housing for families. Referrals will come from the DHS' outreach worker at the family motel.

- Maintain the collection, security, maintenance and reporting of data required by the City and County of Denver. All data will be entered in a timely manner on a weekly basis, and the information will be entered into the HMIS. The contractor will continue to fully cooperate with the City's point-in-time survey efforts.

- Fully participate, in such manner and method as reasonably designated by the Executive Director, in the effort of the City to evaluate the effectiveness of the City and County of Denver' goal to end homelessness in Denver. This may include participation in the DHS monthly surveys.

- Place similarly qualified homeless families in any unit that remains vacant for longer than 5 working days.

- Abide by Fair Housing Laws.

- Maintain all tenant records in an organized and confidential manner and provide reasonable access to DHS as requested.

- Coordinate through the DHS Public Information Office via the DHS Project Manager, any media interview requests regarding the specific contractual program and/or topics directly related to this program or its tenants.

EXHIBIT A-3

- Provide support in making presentations to funders, including City, and State Representatives to obtain support for property activities and programs.

- Ensure all safety requirements such as visible fire extinguishers and functioning fire alarms are monitored and checked on a monthly basis.

- Provide extended emergency shelter beyond the 180 days on a case-by-case basis. Extensions must be approved by the DHS Outreach Program Manager.

DHS will:

- Pay contractor quarterly for the 18 units regardless of the vacancy status.

III. Process and Outcome Measures

Process Measures
- Family Homestead will provide independent living units for families in their 30-180-day Emergency Housing Program.

Outcome Measures
- 60% of families served under this agreement will transition from emergency housing into transitional or permanent housing.

IV. Performance Management and Reporting

A. Performance Management
Monitoring will be performed by the program area and other designated DHS staff throughout the term of the agreement. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Financial Services, in conjunction with the DHS program area and other designated DHS staff, will provide performance monitoring and reporting reviews. DHS staff will manage any performance issues and will develop interventions to resolve concerns.

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SCOPE OF WORK
Family Homestead
SOCSV-201732514-03 & SOCSV-201952943-03
Exhibit A-3

3. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards and policies.

4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of Financial Services. Financial Services will review the quality of the submitted invoice monthly. Financial Services will manage invoicing issues through site visits and review of invoicing procedures.

B. **Reporting**
The following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Frequency	Reports to be sent to:
1. Quarterly Invoices	Quarterly invoices with required backup documentation for payment. This includes a rent log that must include last name, unit number, unit address, unit size, and rent amount. The invoicing report must be submitted each quarter.	Invoicing due on the 15th of the third month of each quarter (March, June, September, December).	DHS Outreach Program Manager and DHS_Contractor_Invoices@denvergov.org
2.Quarterly Report	This will be a cumulative report starting April 1 and ending December 31. Data elements include: • Total number of families entering the	Quarterly reports due on or before the 15th of the following month or by the ending quarter. Q1	DHS Outreach Program Manager

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	program (by quarter and year) • % of families transitioning into transitional or permanent housing (Goal is 60%) • Employment / wage gains while in the program (entered in HMIS – reported quarterly) • Average length of time in the program.	due on or before April 15th, Q2 due on or before July 15th, Q3 due on or before Oct 15th and Q4 due on or before Jan. 15, 2019.	

V.   Budget Requirements

A.   DHS refers families into 18 units operated by Family Homestead. DHS will pay for the 18 units quarterly regardless of the vacancy status.

B.   If a unit remains unoccupied for 5 days, Family Homestead will contact the DHS Program Manager to determine if a different family may be referred.

C.   Invoices and reports shall be completed and submitted quarterly on the 15th of the third month (March, June, September, December). Contractor shall use DHS' preferred invoice template, if requested.

D.   Invoices shall be submitted to: DHS_Contractor_Invoices@denvergov.org or by US Mail to:

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Exhibit A-3

Attn: Financial Services
Denver Human Services
1200 Federal Boulevard
Denver, Colorado 80204

Budget

Contract Number: SOCSV-2017-32514-03 & SOCSV-2019-52943-03		
Program: Emergency Short Term Housing		
Contractor Name: Family Homestead		
Quarterly Invoicing Required		
DIRECT COSTS	**Budget Amount**	**Narrative**
Client Services		
Rent	$207,748	12 months' subsidy for 18 units of housing that are made available to DHS to house homeless families. Rent log must be submitted with invoice and must include: last name, unit number, unit address, unit size and rent amount.
Subtotal Client Services	*$207,748*	
TOTAL BUDGET	*$207,748*	

Contract Summary of Amounts:

Contract Version	Term	Previous Amount	Additional Amount	New Contract Total
Base	1/1/2017-12/31/2017	$0	$163,280	$163,280
1st Amendment	1/1/2018-12/31/2018	$163,280	$163,280	$326,560
2nd Amendment	1/1/2019-12/31/2019	$326,560	$163,280	$489,840
3rd Amendment	1/1/2020-12/31/2020	$489,840	$207,748	$697,588

VI.   Business Associate Terms – HIPAA/HITECH

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1. GENERAL PROVISIONS AND RECITALS

1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.

1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.

1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.

1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements

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of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. **DEFINITIONS.**

2.01"Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2.02"Agreement" means the attached Agreement and its exhibits to which these additional terms are incorporated by reference.

2.03"Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1Breach excludes:

1. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2. any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy

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Rule.

3. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.03.2 Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

b. The unauthorized person who used the PHI or to whom the disclosure was made;

c. Whether the PHI was actually acquired or viewed; and

d. The extent to which the risk to the PHI has been mitigated.

2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10 "Immediately" where used here shall mean within 24 hours of discovery.

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2.11"Individual" shall have the meaning given to such term under the HIPAA
Privacy Rule in 45 CFR §160.l03 and shall include a person who qualifies as a
personal representative in accordance with 45 CFR §164.502(g).

2.12"Parties" shall mean "CONTRACTOR" and "CITY", collectively.

2.13"Physical Safeguards" are physical measures, policies, and procedures to
protect CONTRACTOR's electronic information systems and related buildings
and equipment, from natural and environmental hazards, and unauthorized
intrusion.

2.14"The HIPAA Privacy Rule" shall mean the Standards for Privacy of
Individually Identifiable Health Information at 45 CFR Part 160 and Part 164,
Subparts A and E.

2.15"Protected Health Information" or "PHI" shall have the meaning given to such
term under the HIPAA regulations at 45 CFR §160.103.

2.16"Required by Law" shall have the meaning given to such term under the
HIPAA Privacy Rule at 45 CFR §164.103.

2.17"Secretary" shall mean the Secretary of the Department of Health and Human
Services or his or her designee.

2.18"Security Incident" means attempted or successful unauthorized access, use,
disclosure, modification, or destruction of information or interference with
system operations in an information system. "Security incident" does not
include trivial incidents that occur on a daily basis, such as scans, "pings", or
unsuccessful attempts to penetrate computer networks or servers maintained by
CONTRACTOR.

2.19"The HIPAA Security Rule" shall mean the Security Standards for the
Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164,
Subparts A and C.

2.20"Subcontractor" shall have the meaning given to such term under the HIPAA
regulations at 45 CFR §160.103.

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2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.**

3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.

3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.

3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.

3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.

3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.

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3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.

3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.

3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.

3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.

3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request

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by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. **SECURITY RULE.**

4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.

4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

5. **BREACH DISCOVERY AND NOTIFICATION.**

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5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.

   5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

   5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.

5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DHS Executive Director or other designee.

   5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

5.03 CONTRACTOR'S notification shall include, to the extent possible:

5.03.l The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

EXHIBIT A-3

b.   A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

c.   Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

d.   A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

e.   Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04   CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.

5.05   In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06   CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

5.07   CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.

5.08   CONTRACTOR shall continue to provide all additional pertinent

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information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.

5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. **PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.

6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.

6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:

6.03.1 The Disclosure is required by law; or

6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any

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instance of which it is aware in which the confidentiality of the information has been breached.

> 6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

> 6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. **OBLIGATIONS OF CITY.**

> 7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

> 7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

> 7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

> 7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. **BUSINESS ASSOCIATE TERMINATION.**

8.01 Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

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8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

8.02   Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.

8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Agreement shall survive the termination of the Agreement.

9   SUBSTANCE ABUSE (42 C.F.R., Part 2)

Provider will also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.

VIII.

   Homeless Management Information System (HMIS):
   A. Homeless Management Information System (HMIS):

   1. The Contractor agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD) which

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govern the Homeless Management Information System (HMIS)[1]. HUD requires recipients and sub-recipients of McKinney-Vento Act funds to collect electronic data on their homeless clients through HMIS. Programs that receive funding through McKinney-Vento that produce an Annual Progress Report (APR) must also collect program level data elements. These programs include funding from HUD Continuum of Care (CoC), SHP (a.k.a. S+C), Section 8 Mod Rehab, Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA), Projects for Assistance in Transition from Homelessness (PATH), Runaway Homeless Youth (RHY) and Veteran's Administration (VA).

2. The contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures[2], and the COHMIS Security, Privacy and Data Quality Plan[3].

3. Metro Denver Homeless Initiative (MDHI) is the implementing organization for the (HMIS). The HMIS software is called Clarity.

4. Contractor's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring. MDHI will monitor contractor compliance and performance on an annual basis through a site visit.

5. Technical assistance and training resources for HMIS are available to the Contractor via the COHMIS Helpdesk.[4]

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[1] https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/
[2] https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures
[3] https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures
[4] https://cohmis.zendesk.com

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[2] https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures
[3] https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures
[4] https://cohmis.zendesk.com

EXHIBIT A-3